

# EXHIBIT 11

**In the Matter Of:**

NEW ENGLAND COMPOUNDING PHARMACY, INC. PRODUCTS LIABILITY

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**DEPOSITION OF**

**DAVID CHASON**

*December 21, 2016*

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NEW ENGLAND COMPOUNDING PHARMACY, INC. PRODUCTS LIABILITY  
DAVID CHASON on 12/21/2016

DEPOSITION OF

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT  
OF MASSACHUSETTS

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: IN RE: NEW ENGLAND :  
: COMPOUNDING PHARMACY, INC. :  
: PRODUCTS LIABILITY LITIGATION: MDL NO. 2419  
: :  
: This Documents Relates to: : Master Docket  
: : 1:13-MD-02419-RWZ  
: All Cases against the Box :  
: Hill Defendants :  
: :  
-----X

DEPOSITION OF DAVID CHASON

WEDNESDAY, DECEMBER 21, 2016  
10:00 a.m.

Law Office of Peter G. Angelos  
One Charles Center  
100 North Charles Street  
Suite 2200  
Baltimore, MD 21201

Before: Linda Bahur, RPR



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NEW ENGLAND COMPOUNDING PHARMACY, INC. PRODUCTS LIABILITY  
DAVID CHASON on 12/21/2016

DEPOSITION OF  
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1 cetera.  
2 Q So when you said earlier that you didn't  
3 look into that or didn't have information related to  
4 that in answer to some of my questions, that wasn't  
5 entirely accurate, correct?  
6 MR. COREN: Objection to form.  
7 MR. MINTZER: Objection to form.  
8 A No. Your references were during the time  
9 that I was on the board, and this was during the time  
10 I was doing research regarding this assessment.  
11 Q Can we agree that NECC caused the  
12 contamination at issue here? You say that directly  
13 in your first paragraph, right?  
14 A I do.  
15 Q And there are a couple -- few other quick  
16 things I think we can probably agree to, but let me  
17 run through them.  
18 Can we agree that NECC had a duty to its  
19 customers to provide safe products?  
20 MR. COREN: Objection to form. You can  
21 answer.  
22 A Yes.  
23 Q Can we agree that NECC had a duty to  
24 provide safe products so that patients could also be  
25 safe?

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1 MR. COREN: Objection to form. You can  
2 answer.  
3 A Yes.  
4 Q Can we agree that NECC had a duty to  
5 accurately represent the safety and quality of its  
6 products to customers and potential customers?  
7 MR. COREN: Objection to form. You can  
8 answer.  
9 A Yes.  
10 Q Can you agree that in producing the  
11 recalled lots of steroids, the contaminated lots of  
12 steroids in the summer and fall of -- summer or fall  
13 of 2012, that NECC fell below the standard of care  
14 applicable to them --  
15 MR. COREN: Objection.  
16 Q -- as a compounding pharmacist --  
17 compounding pharmacy?  
18 MR. COREN: Objection as to form. You can  
19 respond.  
20 A Please reask that question.  
21 Q Sure. No problem.  
22 A There was enough going on that I really am  
23 not sure I understood the question.  
24 Q Can we agree -- and this is kind of based  
25 on the other agree questions that I asked.

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1 A Right. Yeah.  
2 Q But can we agree that in producing these  
3 three lots of contaminated steroids that were at  
4 issue in the summer of 2012, that based on that, that  
5 NECC fell below the standard of care applicable to  
6 them?  
7 MR. COREN: Objection as to form. You can  
8 respond to that.  
9 A Yes.  
10 Q And can we agree that in the summer and  
11 fall of 2012, when this all happened, NECC failed in  
12 its duty to do all the things we just discussed?  
13 MR. COREN: Objection as to form.  
14 A Why are you asking the same question and  
15 then asking for a summary of the same question?  
16 Q I don't think I am, but I can strike that  
17 one because that may be redundant.  
18 A Yeah.  
19 Q Can we agree that NECC violated the law in  
20 these cases?  
21 MR. COREN: Objection as to form. You can  
22 respond.  
23 A Yes.  
24 Q Can we agree that NECC was not acting as a  
25 true traditional compounder, even though they called

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1 themselves a compounder, they were acting as a  
2 manufacturer?  
3 MR. MINTZER: Objection to form.  
4 MR. COREN: You can answer.  
5 A Yes.  
6 Q And can we agree that NECC's conduct in  
7 these ways caused injury to the patients in these  
8 cases?  
9 MR. MINTZER: Same objection.  
10 MR. COREN: Objection as to form.  
11 A Yes.  
12 Q I want to talk briefly about an entity  
13 called Medical Sales Management. Are you familiar  
14 with Medical Sales Management?  
15 A No.  
16 Q Okay. So there's been testimony in this  
17 case about Medical Sales Management. So I want you  
18 to assume, because it's supported in the evidence  
19 that -- it's also a fact -- that Medical Sales  
20 Management was also a part of the NECC cadre of  
21 companies all owned and operated by the same people,  
22 the Caddens and the Conigliaros.  
23 Can you assume that? It's a hypothetical  
24 question.  
25 MR. COREN: No, you can't. If you've got



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